

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

BRIAN BAKER, )  
vs. Plaintiff, ) No. 1:09-CV-0058  
TERMINIX, INC. and MICHAEL ) JUDGE ECHOLS  
ROLMAN, Defendants. ) Magistrate Judge Bryant

PLAINTIFF'S MOTION TO COMPEL MEDIATION/ARBITRATION AND STAY  
JUDICIAL PROCEEDINGS

Comes the Plaintiff, Brian Baker, and files this Motion to Compel Mediation/Arbitration and Stay Judicial Proceedings.

On April 1, 2010, Plaintiff received Defendants' response to Plaintiff's First Request for Production of Documents. As part of their response, Defendants produced an Employment Agreement that was signed by the Plaintiff and a Terminix representative. This Employment Agreement, which is attached as Exhibit A, states, in part:

The Employer and Employee agree that, to the fullest extent permitted by law, any and all disputes between them *will* be submitted to mediation upon terms mutually agreeable to both parties. In the event the parties do not resolve such controversies through mediation, then the Employer and Employee agree that, to the fullest extent permitted by law, any and all controversies between them *will* be submitted for binding arbitration in accordance to the attached Arbitration Agreement...

**The Employee and Employer expressly waive their entitlement, if any, to have controversies between them decided by a court or jury.**

*See Exhibit A*, Defendant's Bates Stamp 0082, Section 5 "Agreement to Mediate and Arbitrate" (emphasis added). The referenced Arbitration Agreement recognizes that the agreement will be governed and construed in accordance with the Federal Arbitration Act. *See Exhibit B*, Defendants' Bates Stamp 0066, "Terminix Arbitration Agreement."